



2828 Walker Field Dr
Grand Junction, CO 81506

Invitation for Bids
Security Gate (Gate 1) Replacement

Grand Junction Regional Airport Authority

INVITATION FOR BIDS COVER SHEET & SIGNATURE PAGE

Security Gate (Gate 1) Replacement

Legal Company
Name (Offeror): _____
Authorized
Signature: _____
Typed/Printed
Name: _____
Title: _____

F.E.I.N.: _____
Company Address: _____
City: _____ State: _____ Zip: _____
Phone Number: _____ Email Address: _____
Contact for
Clarifications: _____
Title: _____
Phone Number: _____ Email Address: _____

By signing this Invitation for Bids Cover Sheet & Signature Page, the authorized agent acknowledges acceptance of all terms and conditions of this solicitation.

ONLINE BID SUBMISSION: For this solicitation, bids must be submitted electronically via BidNet®, attaching your bid as a PDF file. Hard copy submissions will not be accepted. Please see below for more details. Bids sent by other methods will not be accepted.

IMPORTANT: The PDF file must be titled with the IFB Title and the Offeror's name, such as below:

Security Gate (Gate 1) Replacement - Offeror Name

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SECTION 1.0 SOLICITATION INFORMATION

1.1. INTRODUCTION

The Grand Junction Regional Airport Authority (the “Authority”) is issuing this Invitation for Bids (“IFB”) for the replacement of a security gate (“Gate 1”) at Grand Junction Regional Airport (the “Airport”), including all materials and services associated with such replacement.

1.2. BACKGROUND, OVERVIEW, AND GOALS

Gate 1 is a security gate located to the immediate east of the main Airport terminal, providing a secure barrier between the Airport Operations Area and the public access area. In August of 2023, Gate 1 was damaged by lightning such that a replacement gate is required. The Authority seeks a replacement gate that will (i) provide the same security function as Gate 1, (i) integrate functionally and aesthetically with surrounding gates, and (iii) reflect the latest security gate features and technology.

1.3. SCHEDULE OF ACTIVITIES

1.3.1. This Schedule of Activities is for information and planning purposes only. Schedules for Activities listed as “Estimated” may be subject to change depending on the needs of the State. All times are stated in Mountain Time (MT).

	Activity	Date	Time
1	Solicitation Published via Bidnet	September 20, 2023	N/A
2	Site Visit	See Section 1.5	N/A
3	Written Inquiries Deadline	September 27, 2023	4:00pm
4	Response to written inquiries	October 4, 2023	4:00pm
5	Bid Submission Deadline	October 10, 2023	2:00pm
6	Opening of bids	October 10, 2023	2:30pm
7	Notice of Intent to Award issued	October 17, 2023	N/A
8	Contract Execution (Desired)	November 1, 2023	N/A

1.4. POINT OF CONTACT

1.4.1. The Procurement Contact for this solicitation is:

Dylan Heberlein
Director of Operations
Email: dheberlein@gjairport.com

1.4.2. Email is the preferred method of communication. The individual listed above is the primary point of contact for this solicitation. Initiating contact with anyone other than this individual, other than for the purpose of arranging/attending a pre-bid site visit as set forth in Section 1.5 below, may result in Offeror disqualification.

1.5. PRE-BID SITE VISIT

1.5.1. Offerors are invited to visit the existing site of Gate 1 prior to bid submission. Site visits should be coordinated at least two business days prior to the desired visit time. Please contact Dylan Heberlein, Director of Operations, to schedule: dheberlein@gjairport.com.

1.6. OFFEROR INQUIRIES

1.6.1. Any questions or inquiries related to this solicitation must be made in writing and submitted no later than 4:00 P.M. MDT, September 27, 2023. Questions received after the stated deadline will not be answered. It is required that all questions be submitted through BidNet®.

1.6.2. All questions submitted in accordance with the requirements stated above will be answered in writing and posted to BidNet® no later than 4:00 P.M. MDT, October 4, 2023.

SECTION 2.0 SCOPE OF WORK/SPECIFICATIONS AND REQUIREMENTS

2.1. INSURANCE REQUIREMENTS

The awarded Offeror will be required to submit a certificate(s) of insurance evidencing insurance coverage for the types and amounts of insurance as required by the Insurance provision in the Authority’s Contract Terms and Conditions, attached hereto as Appendix A, prior to execution of the Contract.

2.2. MANDATORY SPECIFICATIONS

2.2.1. Ideal HYJG Tilt-Away Hyd Lift Gates with the following specifications:

2.2.1.1. One 8’ x 18’ gate topped with 1 foot of barbed wire;

- 2.2.1.2. One 8' x 23' security gate topped with 1 foot of barbed wire;
 - 2.2.1.3. All black HYGJ Amplimesh;
 - 2.2.1.4. 208/240 vac single phase motor;
 - 2.2.1.5. Cold weather package;
 - 2.2.1.6. Ice scrapers for cable sheaves;
 - 2.2.1.7. Photo eye installed with reversing edge;
 - 2.2.1.8. Paint operator and stanchion gloss black;
 - 2.2.1.9. Plate-mounted stanchion latch post; and
 - 2.2.1.10. Compatible with Sequent Information Systems, LLC. to incorporate access control.
- 2.2.2. Optex OVS-01GT Sensors Free Exit and Safety.
 - 2.2.3. Two (2) 4' x 12' x 3' deep concrete pads with two (2) mats of #5 rebar on 12" on center each way 4000# PSI Concrete.
 - 2.2.4. 2 7/8 black ends complete.
 - 2.2.5. 2 7/8 corners complete.

2.3. SCOPE OF WORK

2.3.1. In addition to providing and delivering equipment specified in Section 2.2.1 above, Offeror shall provide the following ancillary services:

- 2.3.1.1. Removal of existing gates and stock;
- 2.3.1.2. Pour concrete pads for new gates;
- 2.3.1.3. Installation of new gates, ensuring that there are no gaps between new gates and neighboring gates;
- 2.3.1.4. Installation of wire controls and safety devices for new gates;
- 2.3.1.5. Trenching, conduit, and electrical work required for operation of new gates;
- 2.3.1.6. Coordination with Sequent Information Systems, LLC. (gate Information Security provider) to ensure functionality of gates.

- 2.3.2. The Authority desires to begin the work described herein as quickly as practicable. Offerors should note lead times for materials as well as any applicable timing constraints in their bids.

SECTION 3.0 BID SUBMISSION AND BID OPENING

3.1. BID SUBMISSION INSTRUCTIONS

For this solicitation, bids must be submitted electronically via BidNet®, attaching your bid as a PDF file. Hard copy submissions will not be accepted. Please note the following:

- 3.1.1. Bids should be in PDF form and no longer than six (6) 8 ½” by 11” pages, including the IFB Cover Sheet & Signature Page. The IFB Cover Sheet & Signature Page should be the first page of the PDF.
- 3.1.2. Offerors should submit one PDF file that contains all required information. The PDF file name should include the following title: **Security Gate (Gate 1) Replacement** and also include the Offeror’s name.

3.2. TIMELINESS OF BID SUBMISSION

- 3.2.1. A Bid received after the submission deadline shall not be opened and shall be rejected as a late bid.
- 3.2.2. Responsibility for ensuring that an Offeror’s bid is received on time rests with the Offeror. Reasonably foreseeable problems inherent in the delivery of bids are not extraordinary circumstances permitting acceptance of late bids.

3.3. PRICING

- 3.3.1. Pricing must include all costs associated with the delivery of the goods and services set forth in Sections 2.2 and 2.3, including, but not limited to shipping and installation costs.

SECTION 4.0 BID AWARD

4.1. BID EVALUATION AND AWARD

- 4.1.1. Following determination of acceptability of goods and services, bids shall be evaluated to determine which Offeror offers the lowest cost to the Authority in accordance with the specifications of this solicitation.
- 4.1.2. The award shall be made to the lowest responsible and responsive bidder (Offeror) whose bid meets the requirements and criteria set forth in this solicitation.

4.2. SINGLE BID

If only one bid is received in response to a solicitation, an award may be made to the single bidder (Offeror) if the procurement official finds that the price submitted is fair and reasonable and that other prospective Offerors had reasonable opportunity to respond. If the price submitted exceeds the Authority's cost estimate for the goods and services described herein, the Executive Director may withdraw this solicitation or negotiate with the single bidder (Offeror) for a purchase order or contract at the most advantageous price.

4.3. NOTICE OF AWARD AND DOCUMENTS AFTER AWARD

Upon completion of the evaluation process outlined herein, the Airport Executive Director or their designee will notify the apparent successful Offeror for the purpose of initiating contract negotiations, consistent with the Authority's Contract Terms & Conditions attached hereto. The resulting contract will be presented to the Authority Board of Commissioners for approval.

Offeror's bid shall be guaranteed for ninety (90) days from the date of submittal.

4.4. AUTHORITY RIGHTS AND REQUIREMENTS

- 4.4.1. Reserved Rights. The Authority reserves the right to reject any or all proposals. The Authority may, at its sole discretion, withdraw this IFB, re-advertise, extend deadlines, waive irregularities and technicalities, or modify or amend any and all provisions herein. The Authority will not pay for any information herein requested, nor is it liable for any costs incurred by the participating Offeror. All changes and/or clarifications will be distributed to all those indicating interest in this IFB in the form of addenda published on BidNet®. Any award as a result of this solicitation shall be contingent upon the execution of an appropriate contract.
- 4.4.2. Non-Discrimination. The Authority, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.
- 4.4.3. Labor Standards. The selected respondent shall be responsible for complying with the Federal Fair Labor Standards Act; Colorado Constitution Article XVIII, Sec. 15 (State Minimum Wage Rate); and/or wage rates imposed by the City of Grand Junction, in accordance with Colorado House Bill 19-1210 and associated

provisions of the Colorado Revised Statutes. The successful Offeror shall have full responsibility for compliance with federal, state and local requirements concerning wages and labor.

- 4.4.4.** Open Records. The Authority is a political subdivision of the state of Colorado and, as a result, the bid and other documents associated with this solicitation may become public records subject to disclosure under the Colorado Open Records Act (C.R.S. Title 24, Art. 72) upon submission to the Authority.

Appendix A

GJRAA Contract Terms and Conditions

1. **Definitions.** In these GJRAA Contract Terms and Conditions:
 - a. "The Agreement" refers to the [work order] and these Contract Terms and Conditions, which represent the entire agreement between the Authority and the Contractor.
 - b. "Airport" refers to the Grand Junction Regional Airport located in Mesa County, Colorado.
 - c. "The Authority" refers to the Grand Junction Regional Airport Authority, a political subdivision of the State of Colorado.
 - d. "Contractor" refers to [Contractor entity name].
 - e. "The Work" refers to the goods and services to be provided and performed by Contractor and described in the attached [work order].
2. **Standard of Care.** Contractor shall perform the services hereunder in a timely, workmanlike manner in accordance with generally recognized industry standards for similar work.
3. **Governing Law.** This Agreement shall be deemed to have been made in, and shall be construed in accordance with the laws of the State of Colorado. Any lawsuit related to or arising out of disputes under this Agreement shall be commenced and tried in Mesa County, Colorado. Prior to, and as a condition of seeking judicial relief, the Consultant shall submit a written petition to the Airport Executive Director identifying the specific dispute and the Consultant's position, and the Airport Executive Director shall thereafter make a timely finding and proposed resolution of the dispute.
4. **Contractor's Insurance.** Prior to beginning the Work, Contractor shall secure and maintain (i) insurance in the types and amounts typically carried by companies performing similar work in similar jurisdictions, and (ii) all licenses and certifications required to perform the Work.
5. **Liability.** Contractor hereby covenants and agrees to indemnify, save, and hold harmless the Authority, its officers, employees, and agents from any and all liability, loss, costs, charges, obligations, expenses, attorneys' fees, litigation, judgments, damages, claims, and demands of any kind whatsoever arising from or out of any negligent act or omission or other tortious conduct of Contractor, its officers, employees, or agents in the performance or nonperformance of its obligations under this Agreement.
6. **Sensitive Security Information.** In performing the Work, personnel of Contractor may have access to certain information called Sensitive Security Information ("SSI"), which is protected by federal statutes and regulations. Personnel of Contractor may also create and maintain records that contain SSI. Contractor and personnel assigned to work under this Agreement are subject to the duties and requirements imposed by 49 C.F.R. Part 1520, entitled "Protection of Sensitive Security Information." As such, personnel of Contractor may not publicly disclose SSI in any context, including during litigation or pursuant to a state open records act request, without the advance approval of the Transportation Security Administration ("TSA"), as provided in 49 C.F.R. Part 1520. Contractor shall take all appropriate measures to protect such information that may come into its possession as a result of this Agreement.
7. **Assignment and Subcontracting.** Contractor shall not assign or subcontract any part of this Agreement without the prior approval of the Authority.
8. **Subordination.** This Agreement shall be subordinate to the provisions of any existing or future agreements between the Authority and the United States, relative to the development or improvement of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport. This Agreement further shall be subordinate to the terms and conditions of the Authority Bond Resolution and, in the event of a conflict between this Agreement and the Bond Resolution, the Bond Resolution shall control.
9. **Governmental Immunity Act.** No term or condition of this Agreement shall be construed or

interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq.

10. **Colorado Open Records Act.** Contractor acknowledges that the Authority is subject to the provisions of the Colorado Open Records Act, Colorado Revised Statutes §24-72-201 et seq., and Contractor agrees that it will fully cooperate with the Authority in the event of a request or lawsuit arising under such act for the disclosure of any materials or information which Contractor asserts is confidential and exempt from disclosure. Any other provision of this Agreement notwithstanding, including exhibits, attachments, and other documents incorporated into this Agreement by reference, all materials, records, and information provided by Contractor to the Authority shall be considered confidential by Authority only to the extent provided in the Colorado Open Records Act, and Contractor agrees that any disclosure of information by the Authority consistent with the provisions of the Colorado Open Records Act shall result in no liability of the Authority. To the extent not prohibited by federal law, this Agreement is subject to public release through the Colorado Open Records Act.

11. **Non-Discrimination.**

- a. Contractor shall comply with the following FAA required provisions as interpreted from time to time by the United States Department of Transportation (“USDOT”) or the FAA. The terms “Contractor”, “Offeror”, “Applicant” and “Successful Bidder” as used in this Paragraph 11 shall refer to the Contractor. In the event of conflict between the terms and conditions of Paragraph 11 and any other provision of this Agreement, the term and conditions of this Paragraph 11 shall control. In the event the FAA changes any of the Federal Contract Provisions, the Parties shall incorporate the change in an amendment hereto.
- b. Civil Rights - General. In its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964. This provision binds the Contractor and Subcontractors from the bid solicitation period through the completion of the contract.
- c. Civil Rights - Title VI Assurances - Compliance with Nondiscrimination Requirements. During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), agrees as follows:
 - i. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
 - ii. Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

- iii. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
 - iv. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
 - v. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - 1. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - 2. Cancelling, terminating, or suspending a contract, in whole or in part.
 - vi. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.
- d. During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:
- i. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
 - ii. 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);

- iii. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- iv. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- v. The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- vi. Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- vii. The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- viii. Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- ix. The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- x. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- xi. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- xii. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

12. **Default.** Any violation or breach of terms of this Agreement on the part of the Contractor or its subcontractors may result in the suspension or termination of this Agreement or such other action that may be necessary to enforce the rights of the Parties. The Authority will provide Contractor written notice that describes the nature of the breach and corrective actions the

Contractor must undertake in order to avoid termination of the Agreement. The Authority reserves the right to withhold payments to Contractor until such time as the Contractor corrects the breach or the Authority elects to terminate the Agreement. The Authority's notice will identify a specific date by which the Contractor must correct the breach. The Authority may proceed with termination of the Agreement if the Contractor fails to correct the breach by the deadline indicated in the Authority's notice.

13. **Conflicts.** If any conflict exists between the terms of Contractor's [work order] and these Contract Terms and Conditions, the terms of these Contract Terms and Conditions shall govern.